

COOPER OWEN & RENNER, P.C.
ATTORNEYS AT LAW

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P. Ronald Cooper
Jeffrey R. Owen
S. Todd Renner
Joseph Cafaro, Jr.

Of Counsel:

William E. Goehring
Merle W. Powell, Jr.

July 10, 2001

RECEIVED

JUL 11 2001

FCC MAIL ROOM

Via UPS Next Day Air # 1Z FA5 999 22 1000 196 7

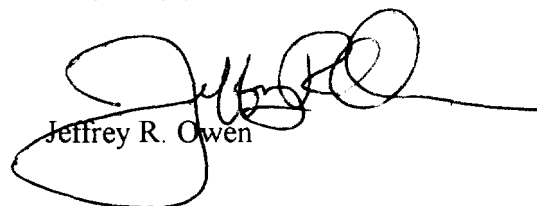
Magalie Roman Salas
Secretary, Office of the Secretary
Federal Communications Commission
445 12th Street S.W.
Room TW-B204
Washington, D.C. 20554

Re: Comment on Verizon 271 Application, Docket #01-138

Dear Ms. Salas:

Enclosed please find for filing an original and five (5) copies, together with a 3.5 inch diskette of Comment by Curry Communication, Inc., in the above referenced matter. Please return the filed spare copy using the self-addressed stamped envelope provided herein. I may be contacted at 412/281-9696 should you have any questions on our filing.

Very truly yours,


Jeffrey R. Owen

JRO:ja

Enclosures: Original Comment by Curry Communications, Inc.
5 copies of original Comment
3.5 inch diskette with the filing

No. of Copies rec'd 014
List A B C D E

Commenter: Curry Communications, Inc.
Applicant: Verizon Pennsylvania, Inc.
State: Pennsylvania

RECEIVED

JUL 11 2001

Before the
Federal Communications Commission
Washington, D.C. 20554

FCC MAIL ROOM

In the Matter of)
Application of Verizon Pennsylvania, Inc.)
Pursuant to Section 271 of the)
Telecommunications Act of 1996)
To Provide In-Region, InterLATA Services)
In Pennsylvania)

CC Docket No. 01-138

**COMMENT IN OPPOSITION TO APPLICATION OF VERIZON PENNSYLVANIA,
INC.**

BY CURRY COMMUNICATIONS, INC.

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CONCISE SUMMARY OF THE ARGUMENT IN OPPOSITION

Curry Communications, Inc. (“Curry”), a Pennsylvania Competitive Local Exchange Carrier, is a corporation created pursuant to the laws of the Commonwealth of Pennsylvania with offices at Pittsburgh Expo Mart, Suite 387W, Monroeville, PA 15146. Curry has made a prior presentation on behalf of the the Pennsylvania Public Utility Commission (“PAPUC”) at the PAPUC proceedings which took place concerning the Section 271 application of Verizon Pennsylvania, Inc. (“Applicant”). This Comment will bring to the attention of the Federal Communications Commission circumstances creating several unresolved issues between Curry and the Applicant. In permitting these issues to remain unresolved to date, whether due to the inability or unwillingness of the Applicant to resolve the same, the Applicant has created a situation necessitating the filing of a current formal complaint with the PAPUC on May 22, 2001, by Curry. As a reseller of utility services, Curry is responsible for the adequacy of service to its customers, and must confront Applicant’s conduct whenever such conduct may compromise its position as a reseller of utility service or otherwise harm Curry end users. Curry maintains that the Applicant’s delay to date and its present failure to address voluntarily the issues making up the substance of the formal PAPUC complaint is conduct which should be accorded some weight in the Federal Communications Commission’s decision in this matter.

Commenter: Curry Communications, Inc.
Applicant: Verizon Pennsylvania, Inc.
State: Pennsylvania

LISTING OF APPENDICES

Curry Communications, Inc. Formal Complaint Filed With PAPUC
at Docket No. C-00015458.....Appendix I

E-Mail Communiation From Curry to Applicant and reply from Applicant to Curry, regarding
late BARM delivery,in June of 2001.....Appendix II

ARGUMENTS IN OPPOSITION

I. Late Delivery of Billing Product

The Applicant has repeatedly delivered Bell Atlantic Regenerated Media (“BARM”) tape billing records to Curry late. The failure to address this issue has placed Curry in a difficult position with its customers when their monthly billing from Curry arrives late as a result of the Applicant’s late delivery of billing product. The Applicant has not taken steps to address this situation, and, as a result, the tapes continue to be delivered such that Curry’s timely billing to its customers continues to be jeopardized, and continues to demonstrate a lack of adequate concern over Applicant’s failure to timely provide these necessary materials to Curry. Curry points to the instances indicated in Count I and Exhibit A of its Formal Complaint, attached hereto at Appendix I.¹

II. Failure to Address Ongoing Billing Errors

The Applicant continually has presented Curry with monthly billing containing billing errors that preclude Curry’s timely payment of said monthly billings, and thereby result in accrual of late fees and the continual need to resolve these errors. Curry points to the instances indicated in Count II and Exhibit B of its Formal Complaint, attached hereto at Appendix I.

III. Carrier Billing

The Applicant has accepted revenues from monthly carrier billing performed by Curry without addressing the need to either compensate Curry for said billing, or to remove said billing as appearing in error on monthly billings provided to Curry, or compensating Curry in some

¹ In fact, when requested to address this issue, and the late delivery of BARM tape in June, 2001, Applicant responded by sending reply e-mail to Curry containing the following statement:” This guy just keeps on going—he’s the Energizer weasel. Jae, please investigate and let the addressees here know what the story is with this month’s tapes. . . .” See e-mail correspondence attached hereto as Appendix II.

fashion for removing Applicant's carrier billing from Curry's monthly billing. Curry points to the instances indicated in Count III and Exhibit C of its Formal Complaint, attached hereto at Appendix I.

IV. Billing Errors in Documentation From Applicant

Billing errors contained in monthly billing documentation from Applicant must be corrected by Curry on a monthly basis prior to generating monthly billing statements for Curry end users. The Applicant has not alleviated the erroneous entries in the monthly billing documentation supplied to Curry, nor has the issue been addressed by Applicant in a manner which may lead to future resolution. Curry points to the instances indicated in Count IV and Exhibit D of its Formal Complaint, attached hereto at Appendix I.

V. Unsubstantiated Billing By Applicant

The Applicant has assessed various sums in its monthly billing to Curry which sums have been denominated as "Miscellaneous Transfer Charges" without supplying Curry with details concerning the source of such charges. Curry believes that the failure to properly document or otherwise provide supporting detail regarding the source of the "Miscellaneous Transfer Charges" is an inequitable business practice with the possible result of unfair competitive advantage over the competitive local exchange carriers. Curry points to the instances indicated in Count V and Exhibit E of its Formal Complaint, attached hereto at Appendix I.

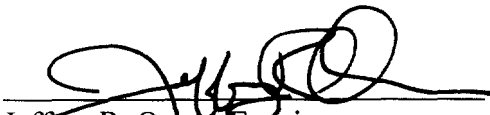
VI. Arbitrary Conduct Concerning Provision of Service To Curry End Users

The applicant has no standard or other policy in place and effective in addressing the issue of provision of service to Curry end users beyond the rate demarcation point. Curry believes that the Applicant is obligated to avoid arbitrary conduct which causes confusion among consumers. The Applicant's case by case, seemingly arbitrary, decisions on whether to provide

Commenter: Curry Communications, Inc.
Applicant: Verizon Pennsylvania, Inc.
State: Pennsylvania

services to Curry end users, when requested, at locations beyond the rate demarcation point
creates unnecessary confusion among Curry's customers.

Respectfully submitted,
COOPER OWEN & RENNER, PC



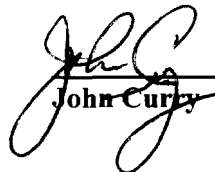
Jeffrey R. Owen, Esquire
Counsel for Commenter, Curry
Communications, Inc.

1600 Benedum Trees Building
223 Fourth Avenue
Pittsburgh, PA 15222-1713
(412) 281-9696

Commenter: Curry Communications, Inc.
Applicant: Verizon Pennsylvania, Inc.
State: Pennsylvania

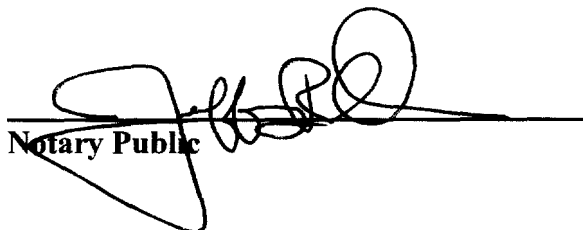
AFFIDAVIT

John Curry, being duly sworn according to law, deposes and says that he is the President of Curry Communications, Inc; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct (or are true and correct to the best of his knowledge, information and belief) and he expects that said Curry Communications, Inc. to be able to prove the same at any hearing hereof.

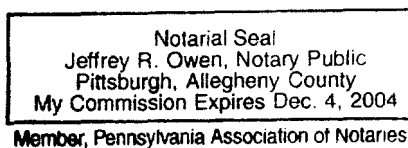

John Curry

Sworn to and subscribed before me

This 10 day of July, 2001.


Notary Public

(My Commission Expires)



Commenter: Curry Communications, Inc.
Applicant: Verizon Pennsylvania, Inc.
State: Pennsylvania

Before the

**Federal Communications Commission
Washington, D.C. 20554**

| | | |
|---|---|----------------------|
| In the Matter of |) | |
| Application of Verizon Pennsylvania, Inc. |) | |
| Pursuant to Section 271 of the |) | |
| Telecommunications Act of 1996 |) | CC Docket No. 01-138 |
| To Provide In-Region, InterLATA Services |) | |
| In Pennsylvania |) | |

APPENDIX I

TO COMMENT IN OPPOSITION TO APPLICATION OF VERIZON PENNSYLVANIA, INC.
BY CURRY COMMUNICATIONS, INC.

BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION

CURRY COMMUNICATIONS, INC.,

Complainant

vs.

VERIZON PENNSYLVANIA, INC.,

Respondent.

:
:
:
:
:
:
:
:
:
:
:

Docket No.:

COMPLAINT

AND NOW comes Complainant, Curry Communications, Inc., by and through counsel, Cooper Owen & Renner, P.C., and Jeffrey R. Owen, Esquire, and files the following Complaint, of which the following is a statement:

1. Complainant, Curry Communications, Inc., ("Curry"), is a corporation created pursuant to the laws of the Commonwealth of Pennsylvania having its principal place of business located at the Pittsburgh Expo Mart, Suite 387 West, Monroeville, PA 15146.

2. Respondent, Verizon Pennsylvania, Inc. ("Verizon PA"), is a corporation created pursuant to the laws of the Commonwealth of Pennsylvania, with its registered office located at 1717 Arch Street, Philadelphia, PA 19103.

3 Complainant Curry is engaged in the business of providing services as a reseller of telecommunication services, including services of Respondent, Verizon PA.

4. Curry's continued attempts to resolve the issues presented herewith with Respondent Verizon PA have not been successful to date.

5. Complainant Curry requests that all issues of this Complaint be submitted for expedited mediation and, failing resolution in mediation, requests that said issues proceed to an expedited formal hearing.

COUNT I

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

6. Complainant incorporates by reference paragraphs 1 through 5 of this Complaint, and paragraphs 10 through 26 of this Complaint, as if fully restated herein at length.

7. Verizon PA has repeatedly delivered Bell Atlantic Regenerated Media ("BARM") billing records later than the agreed upon 17th of the month delivery date in the Verizon-Curry Resale Agreement, and has refused to compensate Curry a reasonable value for such late deliveries.

8. In January 2001, \$38,167.44 in BARM tapes billing was delivered 12 days late, and in April 2001, \$39,134.66 in BARM tapes billing was delivered 2 days late. As of the date of this Complaint, the delivery of May 2001 BARM tapes billing of \$42,688.78 was also past due.

9. Curry asserts that the reasonable value for late delivery of these billing records should be based upon the 1998 precedent established by Verizon PA under the same circumstances, which rate is 60.00% of the value represented by the late BARM tapes billing records. The rate established through precedent in 1998 by Verizon PA for late delivery of billing records is indicated by Verizon PA's September 29, 1998 correspondence regarding the same. This correspondence has been attached as Exhibit "A".

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that these issues be submitted to expedited mediation and, failing resolution, proceed to an expedited formal hearing; that a decision in its favor be granted awarding an amount equal to 60.00% of the \$119,990.88 late BARM tapes product delivery for January 2001, April and May 2001, i.e. \$71,994.53; that Respondent Verizon PA be directed to compensate Curry for late product delivery at the same rate for any future occurrences of late BARM tapes product delivery henceforth; and that Respondent Verizon PA be directed to pay Curry interest, costs, and attorneys' fees expended herein.

COUNT II

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

10. Complainant incorporates by reference paragraphs 1 through 9 of this Complaint, and paragraphs 12 through 26 of this Complaint, as if fully restated herein at length.

11. Verizon PA has failed to credit Curry for late fees charged by Verizon PA, which fees have arisen solely from Verizon PA's failure to address billing errors contained in Verizon PA's monthly billing to Curry so as to result in Verizon PA's failure to timely present an accurate bill which may be paid prior to the accrual of said late fees. Residential late fees of \$1,286.96, \$522.25, \$377.98, \$326.39 and \$290.00, and business late fees of \$529.50, \$697.06, \$1,066.14, \$1,021.32 and \$1,109.11, both have been incurred, respectively, for Verizon PA's monthly billings from January through May 2001 as evidenced by Verizon PA's monthly billings attached hereto as Exhibit "B".

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that these

issues be submitted to expedited mediation and, failing resolution, proceed to an expedited formal hearing; that a decision in its favor be granted awarding an amount equal to the sum of residential and business late fees due to Curry for January through May 2001, i.e. \$7,226.71; that additional amounts for residential and business late fees as may be due through and until the conclusion of these proceedings; that Verizon PA be directed to credit Curry for future late fees as may arise from Verizon PA's failure to address billing errors contained in monthly billing to Curry, and which have precluded payment of Verizon PA's billing in time to prevent accrual of said late fees; together with interest, costs, and attorneys' fees expended herein.

COUNT III

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

12. Complainant incorporates by reference paragraphs 1 through 11 of this Complaint, and paragraphs 16 through 26 of this Complaint, as if fully restated herein at length.

13. Verizon PA has failed to compensate Curry for carrier billing completed for Verizon PA for December 2000 through May 2001 which billing and subsequent collection services Curry has performed for Verizon PA and which has resulted in substantial revenues provided to Verizon PA, examples of which are attached herewith as Exhibit "C".

14. Curry incurred non reoccurring expenses of \$32,500.00 to install a system to provide carrier billing for Verizon PA, which system has provided revenues subsequently accepted by Verizon PA without compensation to date.

15. Curry's claims for this monthly service accepted by Verizon PA, which from

December 2000 through May 2001 totals \$5,897.75, in addition to the aforementioned startup costs, remain unpaid to date.

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that these issues be submitted to expedited mediation and, failing resolution, proceed to an expedited formal hearing; that a decision in its favor be granted awarding compensation of \$38,397.75 for the benefit conferred upon Verizon PA as a result of Curry's billing, collection, and provision of revenues to Verizon PA for carrier billing; that Verizon PA be directed to compensate Curry for carrier billing should Verizon PA continue to accept this monthly service from Curry or, in the alternative, to compensate Curry for labor costs incurred for errors appearing in future monthly billings, if any, should Verizon PA indicate said carrier billing service is not desired; and that Respondent Verizon PA be directed to pay Curry interest, costs, and attorneys' fees expended herein.

COUNT IV

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

16. Complainant incorporates by reference paragraphs 1 through 15 of this Complaint, and paragraphs 19 through 26 of this Complaint, as if fully restated herein at length.

17. Verizon PA has failed to compensate Curry for labor expended by Curry in correcting billing errors contained in the documentation generated and provided by Verizon PA from records in their sole control and for which Curry, as a reseller of Verizon PA services, has no alternative source. A non-inclusive example of such error, previously forwarded to Verizon PA as a billing

claim, is provided as Exhibit "D" attached herewith, together with a summary of amounts due for all such labor claims submitted to Verizon PA from December 2000 through April 2001.

18. Curry has expended \$6,737.09 in labor costs to correct for billing errors contained in Verizon PA billing documentation supplied to Curry prior to Curry's generating monthly billing statements for Curry end users for the months of December 2000 through April 2001, inclusive. This amount is based upon the hours required for Curry personnel to make said corrections times \$95.00 per hour, which hourly charge represents the lowest loaded labor rate charged by Verizon PA when providing similar services.

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that these issues be submitted to expedited mediation, and failing resolution, proceed to an expedited formal hearing; that a decision in its favor be granted awarding compensation of \$6,737.09 for the labor costs necessarily expended by Curry in correcting billing errors in Verizon PA supplied billing documentation to Curry; that Verizon PA be directed to compensate Curry at the same hourly rate for future occurrences of billing errors henceforth; and that Respondent Verizon PA be directed to pay Curry interest, costs, and attorneys' fees expended herein.

COUNT V

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

19. Complainant incorporates by reference paragraphs 1 through 18 of this Complaint, and paragraphs 23 through 26 of this Complaint, as if fully restated herein at length.

20 Verizon PA has assessed \$1,053.36 as “Miscellaneous Transfer Charges” against Curry in monthly billings to Curry for January 2001 through April 2001, inclusive, as indicated by Exhibit “E” attached herewith.

21. Verizon PA has provided Curry with no supporting documentation or other billing detail to indicate the source of these “Miscellaneous Transfer Charges”, nor what agreement contains provisions permitting such charges by Verizon PA.

22. As Verizon PA cannot, or will not, provide documentation as to the validity of the “Miscellaneous Transfer Charges” on the monthly billings, Curry disputes the same, and its liability for Verizon PA’s claim.

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that these issues be submitted to expedited mediation and, failing resolution, proceed to an expedited formal hearing; that a decision in its favor be granted awarding an amount equal to the sum of the “Miscellaneous Transfer Charges” to Curry for January 2001 through April 2001, i.e. \$1,053.36, and additional amounts for “Miscellaneous Transfer Charges” as may be assessed by Verizon PA through and until the conclusion of these proceedings; and that Verizon PA be directed to discontinue the practice of assessing this miscellaneous, unspecified charge as “Miscellaneous Transfer Charges” without supporting detailed documentation of the source of said charges to Curry.

COUNT VI

CURRY COMMUNICATIONS, INC. v. VERIZON PENNSYLVANIA, INC.

23. Complainant incorporates by reference paragraphs 1 through 22 of this Complaint,

as if fully restated herein at length.

24. Verizon PA has performed inconsistently with respect to providing repair and service beyond the Rate Demarcation Point ("RDP") to Curry end users. Work beyond the RDP, for example, was performed for a Curry customer on May 7, 2001, see Exhibit "F" attached herein, but was denied in February 2001 for an earlier request on behalf of Walsh Construction, also a Curry customer.

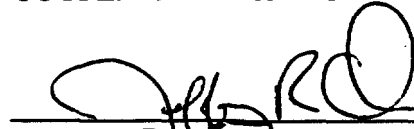
25. This arbitrary provision of Verizon PA services beyond the RDP has created confusion with Curry end users who may refuse payment of the Verizon PA charges listed on their monthly bill from Curry. Curry cannot explain, nor rectify this situation as the Verizon PA service work beyond the RDP occurs irregularly and in an otherwise indeterminate and unscheduled fashion.

26. This inconsistent provision of service beyond the RDP by Verizon PA subsequently results in both financial and goodwill losses to Curry when Curry end users fail to make payment for Verizon PA services beyond the RDP.

WHEREFORE, Complainant, Curry Communications, Inc., respectfully requests that a decision in its favor be granted directing Verizon PA to establish a policy as to when, and whether, service will be provided to Curry end users beyond the RDP, and to advise Curry with written notice of such established policy and any future modification of such policy.

Respectfully submitted

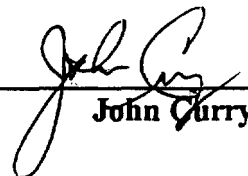
COOPER OWEN & RENNER, P.C.



Jeffrey R. Owen, Esquire
Counsel for Complainant, Curry
Communications, Inc.

AFFIDAVIT

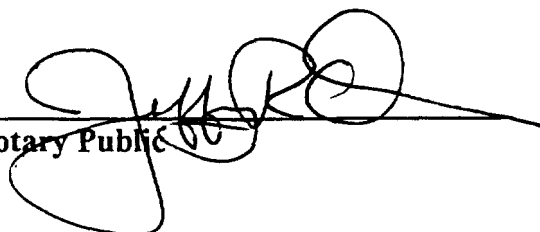
John Curry, being duly sworn according to law, deposes and says that he is the President of Curry Communications, Inc; that he is authorized to and does make this affidavit for it; and that the facts set forth above are true and correct (or are true and correct to the best of his knowledge, information and belief) and he expects that said Curry Communications, Inc. to be able to prove the same at any hearing hereof.



John Curry

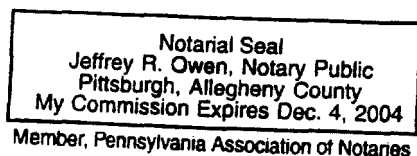
Sworn to and subscribed before me

this 21 day of May, 2001.



Notary Public

(My Commission Expires)



September 29, 1998

Mr. John Curry
Curry Communications, Inc.
701 Braddock Avenue
Suite 201
East Pittsburgh, PA 15112

Dear Mr. Curry:

The following amounts reflect the 60% credit adjustments for your July 1998 bills. These credit adjustments are being given due to late product delivery.

The credit adjustments will be applied to your new billing account numbers. Late payment charges have already been adjusted and are not included in the following amounts.

Amounts to be adjusted:

Residence BAN 215 112-1000 \$ 3,188.18
Business BAN 215 132-1000 \$14,751.24

If you have any additional questions or need additional information please feel free to call me at 301-236-2768 or my Pittsburgh Operations Manager, Charlene Sanders, at 412-633-3766.

Sincerely,

Renie Spriggs
Director
Telecom Industry Services Operations Center



Additional credits and charges

January 8, 2001

| | |
|--|-----------|
| Late payment charge at 1.25% on 102,956.50 balance from last bill | +1,286.90 |
| Dec 8 2000 | |
| One time cost for services provided | |
| RECORD CHARGE FOR | |
| PROCESSING BPA RECORDS @ | |
| MINM MONTHLY CHARGE | +236.00 |
| CHARGE FOR PRODUCING TAPE | |
| 1@ 30.00 PER TAPE | +30.00 |
| Dec 20 2000 | |
| One time credit for | |
| CLAIM CYW102000OCC1 | -82.00 |
| Jan 3 2001 | |
| One time credit for | |

Continued



Additional credits and charges

January 8, 2001

| | |
|---|---------|
| Late payment charge at 1.25% on 42,360.34 balance from last bill | +529.50 |
| Dec 8 2000 | |
| One time cost for services provided | |
| RECORD CHARGE FOR | |
| PROCESSING BPA RECORDS @ | |
| MINM MONTHLY CHARGE | +185.84 |
| CHARGE FOR PRODUCING TAPE | |
| 1@ 30.00 PER TAPE | +30.00 |
| Dec 15 2000 | |
| One time credit for | |
| MERGER DISCOUNT | -44.13 |
| Jan 4 2001 | |
| One time credit for | |

Continued



Page 18 of 21
215 126-1003-999 18Y

Additional credits and charges

February 8, 2001

| | |
|--|---------------------|
| Late payment charge at 1.25% on 55,764.56 balance from last bill | +697.06 |
| Feb 5 2001 | |
| One time credit for CARRIER TO CARRIER PAP CREDIT FOR JULY 2000 | -3,000.00 |
| One time credit for CARRIER TO CARRIER PAP CREDIT FOR AUGUST 2000..... | -4,000.00 |
| Total for additional credits and charges | \$ -6,302.94 |
| Call 1 888-847-6288 if you have a question. | |



Page 39 of 42
215 106-1003-999 51Y

Additional credits and charges

February 8, 2001

| | |
|---|-----------------|
| Late payment charge at 1.25% on 41,780.06 balance from last bill | +522.25 |
| Jan 19 2001 | |
| One time credit for MERGER DISCOUNT | -6.21 |
| Jan 24 2001 | |
| One time credit for GLOBAL ORDER DENSITY ZONE ADJ AUG,SEP,OCT | -525.45 |
| Total for additional credits and charges | \$ -9.41 |
| Call 1 888-847-6288 if you have a question. | |



Page 19 of 22
215 126-1003-999 18Y

Additional credits and charges

March 8, 2001

Late payment charge at 1.25% on 85,291.03 balance
from last bill +1,066.10

Feb 8 2001

One time cost for services provided

RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +240.60
CHARGE FOR PRODUCING TAPE
1@ 30.00 PER TAPE +30.00

Total for additional credits and charges \$1,336.80

Call 1 888-847-6288 if you have a question.



Page 39 of 42
215 106-1003-999 51Y

Additional credits and charges

March 8, 2001

Late payment charge at 1.25% on 30,238.38 balance
from last bill +377.98

Feb 8 2001

One time cost for services provided

RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +189.15
CHARGE FOR PRODUCING TAPE
1@ 30.00 PER TAPE +30.00

Mar 9 2001

One time credit for

MERGER DISCOUNT -6.20

Total for additional credits and charges \$590.96

Call 1 888-847-6288 if you have a question.



Page 40 of 45
215 106-1003-999 51Y

Additional credits and charges

April 8, 2001

Late payment charge at 1.25% on 26,111.40 balance
from last bill +326.3

Mar 8 2001

One time cost for services provided
RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +206.6

Mar 20 2001

One time credit for
CLAIM CYW121900NRC1
CREDIT \$5.74
NON-RECURRING CHARGE -5.7

Mar 29 2001

One time credit for

Continue



Page 19 of 24
215 126-1003-999 18Y

Additional credits and charges

April 8, 2001

Late payment charge at 1.25% on 81,705.65 balance
from last bill +1,021.3

Mar 8 2001

One time cost for services provided
RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +238.9
CHARGE FOR PRODUCING TAPE
1@ 30.00 PER TAPE +30.00

Mar 20 2001

One time credit for
OTHER CHARGES AND CREDITS
PER CLAIM CYW112000USOC1 -61.41
CLAIM CYW120500MISC1
CREDIT \$8.18 FOR USAGE -8.18

Continue

EXHIBIT "B"



Page 41 of 44
215 106-1003-999 51Y

Additional credits and charges

May 8, 2001

Late payment charge at 1.25% on 23,200.09 balance
from last bill +290.00

Apr 8 2001

One time cost for services provided
RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +234.02
CHARGE FOR PRODUCING TAPE
1@ 30.00 PER TAPE +30.00

Total for additional credits and charges **\$554.02**
Call 1 888-847-6288 if you have a question.



Page 18 of 21
215 126-1003-999 18Y

Additional credits and charges

May 8, 2001

Late payment charge at 1.25% on 88,728.74 balance
from last bill +1,109.11

Apr 8 2001

One time cost for services provided
RECORD CHARGE FOR
PROCESSING BPA RECORDS @
MINM MONTHLY CHARGE +261.01
CHARGE FOR PRODUCING TAPE
1@ 30.00 PER TAPE +30.00

Total for additional credits and charges **\$1,400.12**
Call 1 888-847-6288 if you have a question.


verizonPage 2 of 9
412 856-1552-791 66YVerizon charges

March 15, 2001

| | | | |
|-----------------------|---------------------------------|------------------|---------|
| This month's charges | Local calling | See Page 3 .. | +36.1 |
| | Verizon Services..... | See Page 5 | +3.0 |
| | Verizon tolls | See Page 6 | +1.0 |
| Directory assist. | 2 calls in 412/724 area @ .57ea | | +1.1- |
| Total for our charges | | | \$40.2- |

Call 1 888-847-6288 if you have a question.


verizonPage 3 of 9
412 856-1552-791 66YLocal calling

March 15, 2001

These are charges for calls not covered by your local calling option(s). Please refer to the customer guide in your telephone book for rate information and discounted rate periods.

| Listing of your calls | Area | Rate | Calls | Minutes | Cost |
|-----------------------|------|-----------|-------|---------|-------|
| | 1 | Day | 360 | Untimed | 25.20 |
| | | Nite/wknd | 47 | Untimed | 1.30 |
| | 2 | Day | 67 | 120 | 7.60 |
| | | Evening | 1 | 1 | .00 |
| | | Nite/wknd | 16 | 27 | .50 |
| | 3 | Day | 8 | 15 | 1.20 |
| | | Nite/wknd | 2 | 4 | .10 |
| | | Subtotal | | | 36.10 |
| | | Allowance | | | -.00 |

Continue